

## Environmental Remediation and Indemnification Agreement

This Environmental Remediation and Indemnification Agreement ("Agreement") is entered into this 6 day of June, 2007 ("Agreement Date"), by and between JOHNSON CONTROLS, INC., a Wisconsin corporation ("Seller"), and TOCON HOLDINGS, LLC, an Indiana limited liability company ("Purchaser").

### RECITALS

A. Pursuant to that certain Real Estate Purchase Agreement, dated June 1, 2007, entered into between Seller and Purchaser (the "Purchase Agreement"), Seller is selling to Purchaser certain improved real property located in the County of Elkhart, Indiana, more particularly described on Exhibit A (the "Property").

B. In consideration of Purchaser's obligations under the Purchase Agreement, Seller has agreed to provide to Purchaser certain indemnity agreements as set forth in this Agreement.

C. In consideration of Seller's obligations under the Purchase Agreement, Purchaser has agreed to provide to Seller certain indemnity agreements as set forth in this Agreement.

NOW, THEREFORE, for the promises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows (Capitalized terms used but not defined in this Agreement shall have the meanings provided such terms on the attached Schedule 1.):

### AGREEMENT

1. Indemnification by Seller. Subject to Sections 4 and 5, Seller shall indemnify, defend by legal counsel reasonably satisfactory to Purchaser, and hold Purchaser harmless from and against Claims against Purchaser based upon applicable Environmental Laws and arising out of conditions existing prior to or as of the date of Closing.

2. Indemnification by Purchaser. Subject to Sections 4 and 5, Purchaser shall indemnify, defend by legal counsel reasonably satisfactory to Seller, and hold Seller harmless from any Claims against Seller based upon applicable Environmental Laws and arising out of conditions arising after the date of Closing, which are not related to or arising from conditions existing prior to or as of the date of Closing.

3. Remedial Activities.

(a) In consideration of Purchaser's purchase of the Property, Seller has caused to be prepared the Environmental Reports. Any outstanding Environmental Conditions shall be remedied by Seller to the point sufficient to enable Seller to receive a Compliance Notice from the appropriate Governmental Entity(ies). Seller's obligation to remedy the Environmental Conditions shall be to the extent necessary to receive a Compliance Notice sufficient to allow the continued use of the Property as an industrial facility.

(b) Seller shall be solely responsible and liable for disclosure (or failure to

disclose) any conditions that are required to be disclosed under applicable Environmental Law as part of Seller's activities under this Agreement. For any matter addressed by Seller pursuant to this Agreement, Seller shall have the right to determine how to handle or satisfy any and all investigation or cleanup requirements that may be imposed under any applicable Environmental Law. Seller shall direct implementation of the response activities required on the Property by a consultant selected by Seller pursuant to a reasonable competitive bid process (the "Consultant") in which Purchaser may review and comment on any bid submitted. Seller shall provide to Purchaser reasonably timely advance notice of (a) any substantial task to be accomplished relating to response activities under this Agreement and (b) all meetings with any Governmental Entity regarding response activities under this Agreement. Purchaser shall make itself promptly and reasonably available for such meetings and shall cooperate in responding to such notices from Seller. Seller shall promptly provide to Purchaser copies of all communications with any Governmental Entity regarding response activities under this Agreement. If not confidential, Purchaser shall be entitled to attend and participate (to the extent set forth herein) in such meetings, provided that, as between Seller and Purchaser, Seller shall lead such meetings. Prior to any such meetings with any Governmental Entity, Seller and Purchaser shall discuss the anticipated nature and scope of such meetings and the tasks anticipated to be proposed at or addressed by such meetings, and Seller shall consider and reasonably incorporate the comments of Purchaser regarding such matters. Unless otherwise directed by law, Purchaser will not meet with any Governmental Entity with respect to any matter subject to this Agreement unless such meeting has been arranged by Seller and Seller attends the meeting or the meeting was convened at the request of a Governmental Entity directed to Purchaser and Seller expressly declines to attend the meeting. In any meeting with a Governmental Entity, Purchaser shall not take a position contrary to that espoused by Seller at the meeting unless Purchaser has personal knowledge of facts or is in possession of information received from Purchaser's environmental consultant which contradict the position espoused by Seller, which information Purchaser shall have provided to Seller in advance of such meeting to enable Seller to incorporate such information into the presentation to the Governmental Entity. For all other tasks which are undertaken and for which Seller does not provide prior notice, Seller shall provide Purchaser with copies of all correspondence or documents related thereto.

(c) If the appropriate Governmental Entity has not directed implementation of any task requested by Purchaser and Seller disagrees with Purchaser regarding the need and/or the procedure for conducting such task, Seller and Purchaser shall select a third party environmental professional (the "Environmental Professional"), who must be neutral and must be knowledgeable in the subject matter, to make a binding decision whether such action shall be taken. The decision made by such Environmental Professional regarding response activities under this Agreement shall meet the following criteria: (i) an appropriate Governmental Entity would require it; (ii) it can be accomplished in a timely manner without materially interfering with the operation of the Property or the continued industrial use of the Property; and (iii) it is the least costly alternative that will still accomplish the task in compliance with Environmental Laws and without further Losses. Seller and Purchaser agree to cooperate in carrying out the objectives and requirements of this Agreement and to use the foregoing criteria as the basis for determining the nature and scope of any meetings with any Governmental Entity regarding actions taken under this Agreement, any tasks to be proposed at or addressed by any such

meetings and the need for and scope of response activities under this Agreement.

(d) Seller hereby agrees to indemnify Purchaser for any and all Losses by reason of or resulting from investigation or remediation of the Environmental Conditions. Any and all liability of Seller to a Governmental Entity for the resolution of the Environmental Conditions and any liability to any third parties related thereto shall be the responsibility of Seller, including without limitation any liability or obligation to remediate the Environmental Conditions that may be imposed by the State of Indiana as part of its Compliance Notice or if the State of Indiana reopens its review of the Property after issuing the Compliance Notice. Notwithstanding the foregoing, Seller shall have no liability to Purchaser for any Losses caused by any actions taken at the Property by the Purchaser or by any environmental consultants acting for and at the direction of Purchaser, nor shall the Seller have any liability for any Losses caused by any other actions taken at the Property by the Purchaser, its agents, contractors, employees, invitees or tenants, unless such actions have been approved in writing by the Seller. The preceding sentence shall not prohibit a claim against Seller for contribution under any applicable Environmental Law resulting from remediation expenses incurred by Purchaser as a result of Waste placed on the Property prior to the date of Closing.

4. Duration and Limitation of Indemnification Obligations.

(a) Seller's obligations under this Agreement shall commence as of the date of Closing and shall terminate (A) with respect to environmental conditions not subject to Section 3, on the date one (1) year after the date of Closing and (B) with respect to Environmental Conditions subject to Section 3, on the date Seller receives a Compliance Notice.

(b) Purchaser's obligations under this Agreement shall commence as of the date of Closing and shall survive termination of this or any related Agreement.

(c) Notwithstanding either Party's obligations in this Agreement to the contrary, in no event shall either party's obligations to indemnify, defend, protect and hold harmless the other party apply to the extent that any claim is asserted by such party for its own loss of profit, revenue or business reputation as a consequence of a release or threatened release of Waste, nor shall either party have an obligation to indemnify the other party for Losses related to Claims that are incurred as a result of voluntary actions by the party seeking indemnification, including, without limitation, analyses of soil, groundwater or other media at the Property that are undertaken absent any direction from a Governmental Entity, or absent a requirement to perform such additional investigation or remediation activities based upon the criteria set forth in Section 3(c) of this Agreement. Notwithstanding the foregoing, in the event Purchaser requests the consent of Seller to perform analyses of soil, groundwater or other media on or at the Property in response to a request of a third party and related to the sale or refinancing of the Property by Purchaser, Seller shall not unreasonably withhold such consent from Purchaser to perform such analyses of soil, groundwater or other media.

5. Release. Seller and Purchaser shall each fully and forever release and discharge one another from any and all liability hereunder, provided, however, that each shall continue to be obligated to indemnify the other from Claims as described in Sections 1 and 2 above, Seller

shall be obligated to perform the remediation pursuant to the terms set forth in Section 3, and each shall have all rights and remedies available at law or in equity to enforce the terms, rights and obligations set forth in this Agreement.

6. Insurance Coverage. The Consultant, together with contractors or subcontractors working for either Seller or Consultant that perform services at or about the Property (collectively, the "Contractors") shall be required to obtain and maintain at all times in connection with services to be performed pursuant hereto, one or more insurance policies with the following insurance coverage and limits:

Worker's Compensation	Statutory
Employer's Liability	\$100,000 per accident \$500,000 per employee (disease)
Commercial General Liability Bodily injury and property damage (required of all contractors, including Environmental Impairment Coverage or Pollution Coverage Endorsement)	\$2,000,000 per occurrence (\$2,000,000 aggregate)
Professional Liability Errors & Omissions (including Environmental Impairment Coverage or Pollution Coverage Endorsement; contractors and subcontractors do not need to carry professional errors and omissions coverage)	\$2,000,000 limit (\$2,000,000 each claim)
Automobile Liability	\$2,000,000 per occurrence

The insurance policies set forth above, except for the Worker's Compensation and Professional Liability Errors and Omissions policies, shall name Seller and Purchaser, and, if requested by Purchaser, Purchaser's lender, as additional named insureds. Consultant and Contractors shall provide, prior to the start of any work onsite, insurance certificates specifying the types and amounts of coverage in effect pursuant to this subparagraph to Seller and Purchaser. The expiration dates of such policies and a statement that no insurance under such policies will be canceled or materially changed without 30 calendar days prior written notice to Seller and Purchaser.

7. Payment of Consultant and Contractor Invoices. Consultant and, as applicable, Contractor(s) shall invoice Seller directly and Seller shall pay the Consultant's/Contractor's invoices and costs; including site restoration.

8. Access and Placement of Remediation Equipment.

(a) Seller shall be permitted to place equipment and testing apparatus, including monitoring wells, transmission lines and conduits, remediation buildings and sheds, etc., both in the Buildings and upon the Land as shall be necessary and for so long as may be necessary to fulfill its obligations under this Agreement (collectively, the "Remediation Equipment"). The location of the Remediation Equipment shall be located in such a manner so as to minimize interference with the Purchaser's operations, but in any event in such location(s): (i) as may be required to fulfill the Seller's obligations hereunder; or (ii) where they are located as of the Agreement Date. Seller and its employees, agents and contractors shall have access to any building or portion of the Premises containing any Remediation Equipment twenty-four (24) hours a day, seven (7) days a week, 365 days a year until its obligations under this Agreement have been fulfilled (collectively, the "Required Access"). Should Seller with the consent of the Purchaser seek to add additional space to the space it was occupying as of the Agreement Date for the purpose of carrying out its obligations under this Agreement, Seller shall pay to Purchaser for the use of any additional space within the perimeters of any building for the purposes described in this paragraph the sum of \$2.35 per square foot per year, payable on the last day of each calendar quarter, prorated for any partial periods. No such charge shall be due or owing at any time for Seller's use of any space that Seller was occupying as of the Agreement Date and may continue to occupy, without charge, thereafter.

(b) Purchaser shall be responsible for ensuring that the Seller shall, at all times, that any Remediation Equipment is located upon the Premises, have uninterrupted access to the following utilities: (i) city water; (ii) compressed air; (iii) electricity; (iv) heat; and (v) telephone communication lines (collectively, the "Utilities").

(c) In addition, should Purchaser, its agents, contractors or employees, from and after the Agreement Date, relocate, remove or remodel buildings or other improvements located upon the Premises or take any other action that results in damage or disruption to the Remediation Equipment (including transmission lines and conduits associated therewith), Purchaser shall be solely responsible for all costs, and shall be required to take all actions, associated with the repair to, and/or relocation of, the Remediation Equipment as expeditiously as may be necessary to ensure that the Seller shall be physically able at all times to fulfill its obligations under this Agreement.

(d) In the event that the Required Access or the Utilities are denied to the Seller, or damage or disruption to any Remediation Equipment under Section 8(c) above, shall not be restored or repaired as a result of the actions or inactions of the Purchaser, its agents, contractors or employees, for any reason, for longer than five (5) calendar days following written notice of such denial from the Seller to the Purchaser, all of the Seller's obligations of remediation, cure or indemnification as set forth in this Agreement shall immediately be terminated and the Seller shall have no further obligations whatsoever hereunder to the Purchaser, its successors or assigns or any other person or entity. However, Seller's obligations hereunder shall not be terminated in the event restoration or repair cannot be reasonably completed within five (5) days following written notice from Seller to Purchaser and Purchaser is proceeding with such restoration or repair in as prompt a manner as possible under the circumstances, and Purchaser has notified Seller in writing of the manner in and circumstances under which Purchaser is proceeding with such restoration and repair.



(e) Seller shall be responsible for any and all utility costs incurred in the operation of the Remediation Equipment. Seller shall, within thirty (30) days following the end of each calendar month during which any Remediation Equipment is placed upon the Premises, remit to the Purchaser the cost of any utility charges associated with the operation of the Remediation Equipment as shall be determined by monitors or other similar devices placed upon the Remediation Equipment. The foregoing payment shall be accompanied by a print out of such monitors or similar devices showing the amount of the specific utility used during the previous month.

(f) Upon completion of the actions to address the Environmental Conditions, Seller shall restore the Property to the condition it was in prior to the commencement of the actions to address the Environmental Conditions and such costs shall be paid for by Seller.

9. Assignment. In the event of any sale, transfer, conveyance or other disposition of the Property, this Agreement and all rights, title and interest of Purchaser hereunder shall be assignable to any successor and assignee (as defined below), and all terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of said successor and assignee.

10. Remedies. Each Party shall have all remedies available at law or in equity for any default under this Agreement committed by the other Party.

11. Purchaser's Rights in the Event of Seller's Default. If Seller fails to move forward and to maintain progress toward obtaining a Compliance Notice, as applicable, Purchaser may forward written notice of such default to Seller. Seller's failure to cure such default or to initiate and place in motion activities to cure such default within fifteen (15) days after said notice shall be deemed a material breach of this Agreement and Purchaser may undertake to perform any or all such actions to address the Environmental Conditions. If Purchaser elects not to perform the remaining actions to address the Environmental Conditions, such inaction shall not be deemed a waiver nor a consent to the continuation of Seller's non-performance and Purchaser shall have all rights at law and equity for recovery of direct damages and specific performance for such default, including, but not limited to, reasonable attorney's fees and reasonable costs. If Purchaser elects to perform the remaining actions to address the Environmental Conditions, Purchaser shall be entitled to recover from Seller direct damages for such default, including, but not limited to, reasonable attorney's fees and reasonable costs.

12. Consent to Jurisdiction and Service of Process. All judicial proceedings arising out of or relating to this Agreement may be brought in any state court of competent jurisdiction in the County of Elkhart, State of Indiana, and Seller and Purchaser each accepts for itself and its affiliates the exclusive jurisdiction of the aforesaid courts, waives any defense of forum non conveniens and irrevocably agrees to be bound by any final judgment rendered thereby in connection with this Agreement. Each such party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to the other party at its address most recently provided to the serving party by the other, such service being hereby

acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

13. Attorney's Fees. If the Purchaser or Seller brings suit against the other with respect to this Agreement, then all costs and expenses, including without limitation actual professional fees and costs such as appraisers, accountants, environmental consultants, experts, and attorneys fees and costs, incurred by the prevailing party (whether that party prevails by final judgment or out of court settlement) shall be paid by the losing party. As used herein the term "attorneys fees and costs" shall include, without limitation, attorneys' fees, costs, and expenses incurred in connection with any (a) postjudgment motions, (b) contempt proceedings, (c) garnishment, levy, and debtor and third-party examinations, (d) discovery, and (e) bankruptcy litigation. As used herein, the term "prevailing party" shall include without limitation any party against whom a cause of action, complaint, cross-complaint, counter-claim, cross-claim or third party complaint is voluntarily dismissed, with or without prejudice.

14. Notices. All written notices required to be given pursuant to the terms hereof shall be tendered consistent with the notice provisions of the Purchase Agreement.

15. Entire Agreement. This Agreement and the Purchase Agreement contain all the agreements between the Parties with respect to the matters contained herein; and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing signed by duly authorized officers or representatives of each of the Parties hereto.

16. Successors. The terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of the assigns of the respective parties hereto and their successors and successors in interest (collectively a "successor and assignee").

17. Governing Law. This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of Indiana.

18. Headings. Headings at the beginning of each numbered Article and Section of this Agreement are solely for the convenience of the Parties and are not a part of this Agreement.

19. Counterparts. This Agreement may be signed by the Parties in different counterparts and the signature pages combined to create a document binding on all Parties.

20. No Third Party Beneficiaries. The provisions of this Agreement are intended to be solely for the benefit of the Parties hereto, and the execution and delivery of this Agreement shall

not (a) be deemed to confer any rights upon, nor obligate any of the Parties hereunder, to any person or entity other than the Parties, or (b) affect the Parties' rights and obligations with respect to third parties generally.

21. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO EXPRESSLY AND IRREVOCABLY WAIVES FOR THE BENEFIT OF THE OTHER, ITS RIGHT TO DEMAND THAT ANY DISPUTE ARISING OUT OF OR PERTAINING TO THE TERMS OF THIS AGREEMENT BE HEARD IN A TRIAL BY JURY.

22. Construction. This Agreement shall not be construed or interpreted against the drafter and the Parties hereto each acknowledge that they have had the opportunity to review the terms of this Agreement with their legal counsel and that the normal rule of construction that ambiguities are to resolved against the drafter shall not apply.

23. Amendments. This Agreement may not be amended, changed, altered or modified except in writing signed by all of the Parties hereto.

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute the foregoing as of the Agreement Date.

**"Purchaser"**  
**TOCON HOLDINGS, LLC**, an Indiana  
limited liability company

By: \_\_\_\_\_

*Jimmy Conroy II*  
Jimmy Conroy II, Manager

**"Seller"**  
**JOHNSON CONTROLS, INC.**, a Wisconsin  
corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute the foregoing as of the Agreement Date.

**"Purchaser"**

**TOCON HOLDINGS, LLC**, an Indiana  
limited liability company

By: \_\_\_\_\_  
Jimmy Conroy II, Manager

**"Seller"**

**JOHNSON CONTROLS, INC.**, a Wisconsin  
corporation

By: \_\_\_\_\_  
Printed Name: Karl Moczew  
Title: Authorized Agent

## Schedule 1

### Definitions

**"Claims"** means and includes all Losses, costs, claims, obligations, damages, liabilities, payments, fines, penalties, causes of action, judgments, liens, expenses, demands, fees (including, but not limited to attorneys fees and costs) and litigation expenses.

**"Compliance Notice"** means notice from the appropriate authorities with the State of Indiana that Seller's obligation to remedy the Environmental Conditions have been completed in compliance with all applicable Environmental Laws to allow the continued industrial use of the Property.

**"Closing"** shall have the same meaning as in the Purchase Agreement.

**"Environmental Conditions"** means any outstanding conditions relating to Environmental Laws identified in the Environmental Reports and determined by Seller to require remediation.

**"Environmental Laws"** all laws (including common law) relating to pollution, protection of the environment or human health, occupational safety and health or sanitation, including Laws relating to emissions, spills, discharges, generation, storage, leaks, injection, leaching, seepage, releases or threatened releases of Waste into the environment (including ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Waste, together with any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder.

**"Environmental Reports"** means, collectively, the Phase I and Phase II environmental reports of the Property, including, specifically:

1. Phase I Environmental Site Assessment Report, (February, 2006), prepared by ERM, Inc., for Johnson Controls, Inc.
2. Phase II Environmental Site Assessment Report, (March, 2006), prepared by ERM, Inc., for Johnson Controls, Inc.
3. Asbestos Survey, (February 13, 2006), prepared by Micro Air, Inc., for Johnson Controls, Inc.

and such other reports as designated by Seller and made available to Purchaser prior to Closing.

**"Governmental Entity"** means a court, arbitrator, department, commission, board, bureau, agency, authority, instrumentality or other body, whether federal, state, municipal, county, local, foreign or other with jurisdiction over the Property and environmental conditions thereon.

"Losses" shall mean: (i) all any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, tax, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured; (ii) all losses, damages, judgments, awards, penalties and settlements; (iii) all demands, claims, suits, actions, causes of action, proceedings and assessments, whether or not ultimately determined to be valid; and (iv) all costs and expenses (including prejudgment interest in any litigated or arbitrated matter and other interest), court costs and fees and expenses of attorneys, consultants and expert witnesses of investigating, defending or asserting any of the foregoing or of enforcing this Agreement.

"Seller" shall have the meaning set forth in the preamble of this Agreement.

"Purchaser" shall have the meaning set forth in the preamble of this Agreement.

"Parties" means and includes Purchaser and Seller and any of their successors or assignees, including, without limitation, any successor party in interest who purchases the Property from the Purchaser or any secured creditor that obtains a mortgage against the Property or takes a collateral assignment of the Agreement.

"Party" means either Seller or Purchaser and any of their successors or assignees, including, without limitation, any successor party in interest who purchases the Property from the Purchaser or any secured creditor that obtains a mortgage against the Property or takes a collateral assignment of the Agreement.

"Property" shall have the meaning set forth in Recital A of this Agreement.

"Purchase Agreement" shall have the meaning set forth in Recital A of this Agreement.

"Waste" means (i) any petroleum, hazardous or toxic petroleum-derived substance or petroleum product, flammable or explosive material, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, foundry sand or polychlorinated biphenyls (PCBs); (ii) any chemical or other material or substance that is now regulated, classified or defined as or included in the definition of "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous substance," "restricted hazardous waste," "toxic substance," "toxic pollutant," "pollutant" or "contaminant" under any Environmental Law, or any similar denomination intended to classify substance by reason of toxicity, carcinogenicity, ignitability, corrosivity or reactivity under any Environmental Law; or (iii) any other chemical or other material, waste or substance, exposure to which is now prohibited, limited or regulated by or under any Environmental Law.

## EXHIBIT A

### Tract I:

Lots Numbered 115 and 116, as the said Lot is know and designated on the recorded Plat of Lesh Park Addition to the City of Goshen, Elkhart County, Indiana; said Plat being recorded in Deed Record 95, page 109 in the Office of the Recorder of Elkhart County, Indiana.

### Tract II:

Commencing at the Southwest corner of Lot No. 90 in Lesh Park Addition to the City of Goshen, Indiana, as the same appears on the recorded plat thereof in Deed Record 95, page 109, records of Elkhart County, Indiana; thence North along the West line of said Lot 90 to the Northwest corner thereof; thence continuing North on said West line extended to the Southwest corner of Lot 53 in said addition; thence West to the Southeast corner of Lot 50 in said addition; thence West along the South line of said Lot 50 to the Southwest corner thereof; thence North along the West line of said Lot 50 and Lot 51 in said addition, to the Northwest corner of said Lot 51; thence East along the North line of said Lot 51 to the Northeast corner thereof; thence continuing East on said North line extended in a straight line, six feet, to the center of an alley as originally platted in said addition adjoining said Lot 51 immediately to the East, now vacated; thence North along the centerline of said vacated alley, as the same was originally platted, to the South line of a certain public street, originally platted as Lesh Avenue in said Addition (said street sometimes known as Monroe Street); thence in an Easterly direction along the South boundary of Lesh Avenue, as so platted, to the Northwest corner of Lot 4 in said addition; thence continuing East along said South boundary of Lesh Avenue, as so platted, extended in a straight line, and the North line of said Lot 4, which runs in an East-West direction and the extension thereof in a straight line, to the center of a certain street, originally platted as Sycamore Street in said addition, now vacated; thence in a Southeasterly direction along the centerline of said Sycamore Street, as so platted, to a point where said Sycamore Street, as platted, intersects the South line of a certain public street, originally platted as Egbert Avenue in said addition (now vacated Eastwardly from its intersection with Sixteenth Street in said addition); thence in a Westerly direction along the South boundary of said Egbert Avenue, as so platted and now vacated as foresaid, to a point where the East line of said Sixteenth Street, as extended, so intersects said South boundary of Egbert Avenue; thence North along said East line of Sixteenth Street, as extended, to the Southwest corner of Lot 124 in said addition; thence West to the Southeast corner of Lot 123 in said addition; thence along the South line of said Lot 123 to the Southwest corner thereof; thence North along the West line of said Lot 123 to the Northwest corner thereof; thence East along the North line of said Lot 123 to the Northeast corner thereof; thence North to the Southeast corner of Lot 85 in said addition; thence West along the South line of said Lot 85 to the Southwest corner thereof; thence continuing on said South line extended, to the Southeast corner of Lot 88 in said addition; thence West along the South line of said Lot 88 and Lots 89 and 90 in said addition to the place of beginning.

Also, Lot Numbered 91 and 93 in Lesh Park Addition to the City of Goshen, Indiana, as the same appears on the recorded plat thereof in Deed Record 95, page 109, in the Office of the Recorder of

Elkhart County, Indiana.

Tract III:

Lot number 92 in Lesh Park Addition to the City of Goshen, Indiana, as the same appears on the recorded plat thereof in Deed Record 95, page 109, records of Elkhart County, Indiana.

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